

IN THE CIRCUIT COURT OF THE STATE OF OREGON  
FOR THE COUNTY OF CLACKAMAS

8	MARCUS AND JERALI BLACKMON,	)	Case No.: CV14060186
9	Plaintiffs,	)	SUMMONS
10	vs.	)	
11	SAFECO INSURANCE COMPANY OF	)	
12	AMERICA, LIBERTY NORTHWEST	)	
13	INSURANCE CORPORATION, AND	)	
14	LIBERTY MUTUAL GROUP, INC.	)	
15	Defendants.	)	

**TO: Safeco Insurance Compay of America  
c/o Corporation Service Company  
285 Liberty Street NE  
Salem, Oregon 97301**

You are hereby required to appear and defend the Complaint filed against you in the above entitled action within thirty (30) days from the date of service of this Summons upon you, and in case of your failure to do so, for want thereof, Plaintiff(s) will apply to the Court for the relief demanded in the Complaint.

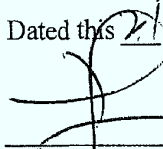
**NOTICE TO THE DEFENDANT: READ THESE PAPERS CAREFULLY!**

You must "appear" in this case or the other side will win automatically. To "appear," you must file with the Court a legal paper called a "Motion" or "Answer." The "Motion" or "Answer" must be given to the court clerk or administrator within 30 days, along with the required filing fee. It must be in proper form and have proof of service on the Plaintiff's attorney or, if the plaintiff does not have an attorney, proof of service on the Plaintiff.

If you have any questions, you should see an attorney immediately.

1  
2  
3 If you need help in finding an attorney, you may call the Oregon State Bar's Lawyer  
Referral Service at (503) 684-3763, or toll free in Oregon at (800) 452-7636.

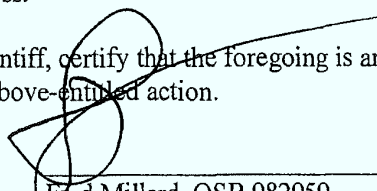
4 Dated this 21 day of July, 2014

5  
6   
Fred Millard, OSB 982959  
E-mail: fmillard@millardlaw.com  
Of Attorneys for Plaintiff

7  
8  
9 \* \* \*

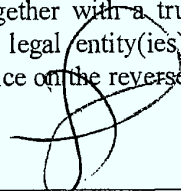
10 **STATE OF OREGON, County of Clackamas) ss.**

11 I, the undersigned attorney of record for the Plaintiff, certify that the foregoing is an exact and  
12 complete copy of the original Summons in the above-entitled action.

13  
14   
Fred Millard, OSB 982959  
E-mail: fmillard@millardlaw.com  
Of Attorneys for Plaintiff

15  
16 \* \* \*

17 **TO THE OFFICER OR OTHER PERSON SERVING THIS SUMMONS:** You are hereby  
18 directed to serve a true copy of this Summons, together with a true copy of the Complaint  
19 mentioned therein, upon the individual(s) or other legal entity(ies) to whom ~~or which~~ this  
Summons is directed, and to make your proof of service on the reverse hereof or upon a separate  
20 similar document which you shall attach hereto.

21   
Fred Millard, OSB 982959  
E-mail: fmillard@millardlaw.com  
Of Attorneys for Plaintiff

TRUE COPY  
*[Signature]*

IN THE CIRCUIT COURT OF THE STATE OF OREGON  
FOR THE COUNTY OF CLACKAMAS

**CV14060186**

8 MARCUS and JERALI BLACKMON,

9 Plaintiffs,

10 vs.

11 SAFECO INSURANCE COMPANY OF  
12 AMERICA, LIBERTY NORTHWEST  
13 INSURANCE CORPORATION, and  
LIBERTY MUTUAL GROUP, INC.

14 Defendants.

Case No.:

COMPLAINT [BREACH OF INSURANCE  
CONTRACT, NEGLIGENCE PER SE]

\*\*\*

MORE THAN \$50,000.00

NOT SUBJECT TO MANDATORY  
ARBITRATION

JURY TRIAL DEMANDED

COMES NOW, Plaintiffs, Marcus and Jerali Blackmon, and for their complaint against  
Defendants, Safeco Insurance Company of America, Liberty Northwest Insurance Corporation,  
and Liberty Mutual Group, Inc., and allege as follows:

\* \* \*

GENERAL ALLEGATIONS

1.

At all material times, Plaintiffs were the fee simple owners of residential real property  
located at 16215 SE Bluff Road, Sandy, Oregon, 97055, which was the Plaintiffs' primary residence  
("Property").

2.

1 At all material times, Defendant, Safeco Insurance Company of America ("Safeco"), was a  
2 Washington insurance company with offices in Oregon.

3 3.

4 At all material times, Defendant, Liberty Northwest Insurance Corporation ("Liberty NW")  
5 was an Oregon corporation.

6 4.

7 At all material times, Defendant, Liberty Mutual Group, Inc. ("Liberty Mutual"), was a  
8 Massachusetts corporation with offices in Oregon.

9 5.

10 At all material times, Defendants Safeco and Liberty NW were sister corporations who were  
11 both subsidiaries of their parent corporation, Defendant Liberty Mutual.

12 6.

13 Plaintiffs had a valid insurance policy with Defendants, numbered DHW 11030969 (the  
14 "Policy"), issued on April 8, 2012, that protected Plaintiffs against losses related to damage to the  
15 Property.

16 7.

17 On June 7, 2012, while the Policy was in force, the Property was significantly damaged by a  
18 fire.

19 8.

20 As a result of the fire, Plaintiffs suffered significant damages that were covered under the  
21 Policy.

22 \* \* \*

23 **FIRST CLAIM FOR RELIEF**

24 **COUNT 1: BREACH OF CONTRACT**

25 9.

26 Plaintiffs reallege and incorporate by reference the allegations in paragraphs 1 through 8.

10.

At the time of the fire, Plaintiffs were current with all of their premium payments and their policy was in effect.

11.

After the fire, Plaintiffs timely notified Defendants of the fire and complied with all of the terms of the policy.

12.

Plaintiffs' home and personal property was damaged in the fire. The fire was a covered loss under Plaintiff's insurance policy and Defendant was obligated to pay Plaintiff the value of its claim.

13.

Upon information and belief, following the notification of the loss to the insurance company, on or before June 11, 2012, it had the opportunity to and did in fact inspect the loss, including the personal property/contents damaged in the fire as well as the structure, landscaping, and other buildings.

14.

Defendant has not compensated Plaintiffs for their losses despite being contractually obligated to make such payments. As a result, Plaintiff have suffered damages not to exceed \$167,183.00 for uncompensated portions of the loss as set out below:

- a. Building Coverage: \$53,250.00
- b. Debris Removal: \$7,633.00
- c. Other Structures: \$21,300.00
- d. Trees and Shrubs: \$10,000.00
- e. Personal Property: \$60,000.00
- f. Additional Living Expenses: \$15,000.00.

15.

Plaintiffs are entitled to recover prejudgment interest at the statutory rate.

16.

Plaintiffs are entitled to recover costs and attorney fees pursuant to ORS 742.061.

**FIRST CLAIM FOR RELIEF**  
**COUNT 2: BREACH OF THE IMPLIED COVENANT**  
**OF GOOD FAITH AND FAIR DEALING**

17.

Plaintiffs reallege and incorporate by reference the allegations in paragraphs 1 through 15.

18.

Pursuant to the insurance policy, Defendant has discretion in how it investigates, adjusts and pays a loss.

19.

The parties anticipated that any exercise of discretion by Defendant in performing its obligations under the insurance policy in the event of loss would be consistent with Oregon law, and specifically comply with the requirements of ORS 746.230.

20.

In exercising its discretion under the insurance policy, Defendant failed to comply with the reasonable expectations of the parties and requirements of ORS 746.230 in the following respects:

(a) Failing to promptly and reasonably respond to communications relating to the confirmation of the availability of the guaranteed replacement cost (up to 25% over policy limits).

(b) Refusing to pay claims without conducting a reasonable investigation based on all available information.

(c) Not attempting, in good faith, to promptly and equitably settle claims in which liability has become reasonably clear, by failing to pay the personal property claim, landscaping, debris

1 removal and for failing to pay replacement cost benefits as replacement was underway.

2 (d) Compelling claimants to initiate litigation to recover amounts due by failing to make  
3 payment for personal property as requested or agree to a tolling agreement to enable the parties  
4 additional time to resolve outstanding issues.

5 21.

6 Upon information and belief, had Defendant complied with its obligations under the  
7 insurance contract as expected by the parties, then Plaintiff would have been able to have their home  
8 restored as of the two year anniversary of the loss.

9 22.

10 As a result of Defendant's failure to exercise its discretion appropriately, Plaintiffs suffered  
11 damages as follows:

- 12 a. Building Coverage: \$53,250.00
- 13 b. Debris Removal: \$7,633.00
- 14 c. Other Structures: \$21,300.00
- 15 d. Trees and Shrubs: \$10,000.00
- 16 e. Personal Property: \$60,000.00
- 17 f. Additional Living Expenses: \$15,000.00.

18 23.

19 Plaintiffs are entitled to recover prejudgment interest at the statutory rate.

20 24.

21 Plaintiffs are entitled to recover costs and attorney fees pursuant to ORS 742.061.

22

23 **SECOND CLAIM FOR RELIEF**

24 **NEGLIGENCE PER SE**

25 25.

26 Plaintiffs reallege and incorporate by reference the allegations in paragraphs 1 through 23.

26.

1

2 Pursuant to ORS 746.230, the Oregon Legislature specifically imposes a standard of care to  
3 act in the insured's best interest which is independent of the terms of the insurance policy that  
4 prohibits all insurers from engaging in unfair and unreasonable practices when reviewing their  
5 insureds claims. Defendant's failure to pay the benefits of the insurance policy, as set out herein,  
6 was not based on a fair and reasonable assessment of the claim. Defendant engaged in unreasonable  
7 practices by:

- 8 (a) Upon information and belief, misrepresenting policy provisions in settling claims;  
9 (b) Failing to acknowledge and act promptly upon communications relating to the claims;  
10 and  
11 (c) Failing to promptly pay claims.

27.

12

13 As a result of the negligence of Defendant, Plaintiffs were harmed in the way the statute was  
14 intended to prohibit

28.

15

16 Plaintiff has suffered economic damages and noneconomic damages through financial  
17 distress and the resulting ongoing emotional distress as a result of Defendant's negligence and  
18 unfair and unreasonable valuation of the insurance claim, in an amount to be determined at trial not  
19 to exceed \$340,000.

29.

20

21 Plaintiff is entitled to recover attorney's fees pursuant to ORS 742.061.

\* \* \*

22

23 WHEREFORE, Plaintiffs, Marcus and Jerali Blackmon, pray for judgment in their favor  
24 and against Defendants, Safeco Insurance Company of America, Liberty Northwest Insurance  
25 Corporation, and Liberty Mutual Group, Inc., as follows:

26 A. On their First Claim for Relief, Count 1: Breach of Contract, for

Page 6 - COMPLAINT

Millard & Bragg, Attorneys at Law PC  
419 5th Street  
Oregon City, OR 97045  
503-305-7806 Fax 503-367-5315

m:\blackmon, marcus and jerali\liberty  
northwest fire claim\litigation\complaint.doc



1 a) Damages in the amount of \$167,183.00;

2 b) Prejudgment interest at the legal rate from the date damages were incurred until  
3 paid;

4 c) Attorney fees and costs; and

5 d) All other relief this Court deems proper and just.

6 B. On their First Claim for Relief, Count 2: Breach of the Implied Covenant of Good Faith  
7 and Fair Dealing for

8 a) Damages in the amount of \$167,183.00;

9 b) Prejudgment interest at the legal rate from the date damages were incurred until  
10 paid;

11 c) Attorney fees and costs; and

12 d) All other relief this Court deems proper and just.

13 C. On their Second Claim for Relief, Negligence, for

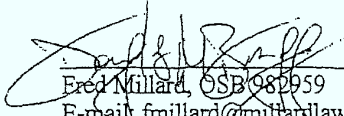
14 a) Damages in the amount of \$340,000.00;

15 b) Prejudgment interest at the legal rate from the date damages were incurred until  
16 paid;

17 c) Attorney fees and costs; and

18 d) All other relief this Court deems proper and just.

19 Dated this 6th day of June, 2014.

20  
21   
22 Fred Millard, OSB 982959  
23 E-mail: fmillard@millardlaw.com  
24 Douglas Bragg, OSB 012113  
25 E-mail: dbragg@millardlaw.com

26 Of Attorneys for Plaintiff

IN THE CIRCUIT COURT OF THE STATE OF OREGON  
FOR THE COUNTY OF CLACKAMAS

MARCUS AND JERALI BLACKMON.,

Plaintiffs,

vs.

WEST AMERICAN INSURANCE  
COMPANY, an Indiana corporation,

Defendant.

Case No.: CV14060186

FIRST AMENDED COMPLAINT  
[BREACH OF INSURANCE CONTRACT,  
NEGLIGENCE PER SE]

COMES NOW, Plaintiffs, Marcus and Jerali Blackmon, and for their complaint against  
Defendants, West American Insurance Company, and allege as follows:

\* \* \*

**GENERAL ALLEGATIONS**

1.

At all material times, Plaintiffs were the fee simple owners of residential real property  
located at 16215 SE Bluff Road, Sandy, Oregon, 97055, which was the Plaintiffs' primary residence  
("Property").

/// /// ///

9-12-14

2.

At all material times, Defendant, West American Insurance Company ("West American") was an Indiana company.

3.

Plaintiffs had a valid insurance policy with Defendant, numbered DHW 11030969 (the "Policy"), issued on April 8, 2012, that protected Plaintiffs against losses related to damage to the Property.

4.

On June 7, 2012, while the Policy was in force, the Property was significantly damaged by a fire.

5.

As a result of the fire, Plaintiffs suffered significant damages that were covered under the Policy.

\* \* \*

**FIRST CLAIM FOR RELIEF  
COUNT 1: BREACH OF CONTRACT**

6.

Plaintiffs reallege and incorporate by reference the allegations in paragraphs 1 through 5.

7.

At the time of the fire, Plaintiffs were current with all of their premium payments and their policy was in effect.

8.

After the fire, Plaintiffs timely notified Defendant of the fire and complied with all of the terms of the policy.

9.

Plaintiffs' home and personal property was damaged in the fire. The fire was a covered loss under Plaintiffs' insurance policy and Defendant were obligated to pay Plaintiffs the value of its claim.

10.

Upon information and belief, following the notification of the loss to the insurance company, on or before June 11, 2012, it had the opportunity to and did in fact inspect the loss, including the personal property/contents damaged in the fire as well as the structure, landscaping, and other buildings.

11.

Defendant have not compensated Plaintiffs for their losses despite being contractually obligated to make such payments. As a result, Plaintiffs have suffered damages not to exceed \$167,183.00 for uncompensated portions of the loss as set out below:

- a. Building Coverage: \$53,250.00;
- b. Debris Removal: \$ 7,633.00;
- c. Other Structures: \$21,300.00;
- d. Trees and Shrubs: \$10,000.00;
- e. Personal Property: \$60,000.00; and
- f. Additional Living Expenses: \$15,000.00.

12.

Plaintiffs are entitled to recover prejudgment interest at the statutory rate.

13.

Plaintiffs are entitled to recover costs and attorney fees pursuant to ORS 742.061.

///

///

1  
2 **FIRST CLAIM FOR RELIEF**  
3 **COUNT 2: BREACH OF THE IMPLIED COVENANT**  
4 **OF GOOD FAITH AND FAIR DEALING**

5 14.

6 Plaintiffs reallege and incorporate by reference the allegations in paragraphs 1 through 13.

7 15.

8 Pursuant to the insurance policy, Defendant has discretion in how it investigates, adjusts and  
9 pays a loss.

10 16.

11 The parties anticipated that any exercise of discretion by Defendant in performing its  
12 obligations under the insurance policy in the event of loss would be consistent with Oregon law, and  
13 specifically comply with the requirements of ORS 746.230.

14 17.

15 In exercising its discretion under the insurance policy, Defendant failed to comply with the  
16 reasonable expectations of the parties and requirements of ORS 746.230 in the following respects:

17 (a) Failing to promptly and reasonably respond to communications relating to the  
18 confirmation of the availability of the guaranteed replacement cost (up to 25% over policy limits).

19 (b) Refusing to pay claims without conducting a reasonable investigation based on all  
20 available information.

21 (c) Not attempting, in good faith, to promptly and equitably settle claims in which liability  
22 has become reasonably clear, by failing to pay the personal property claim, landscaping, debris  
23 removal and for failing to pay replacement cost benefits as replacement was underway.

24 (d) Compelling claimants to initiate litigation to recover amounts due by failing to make  
25 payment for personal property as requested or agree to a tolling agreement to enable the parties  
26

additional time to resolve outstanding issues.

18.

Upon information and belief, had Defendant complied with its obligations under the insurance contract as expected by the parties, then Plaintiffs would have been able to have their home restored as of the two year anniversary of the loss.

19.

As a result of Defendant's failure to exercise its discretion appropriately, Plaintiffs suffered damages as follows:

- a. Building Coverage: \$53,250.00
- b. Debris Removal: \$ 7,633.00
- c. Other Structures: \$21,300.00
- d. Trees and Shrubs: \$10,000.00
- e. Personal Property: \$60,000.00
- f. Additional Living Expenses: \$15,000.00.

20.

Plaintiffs are entitled to recover prejudgment interest at the statutory rate.

21.

Plaintiffs are entitled to recover costs and attorney fees pursuant to ORS 742.061.

## SECOND CLAIM FOR RELIEF NEGLIGENCE PER SE

22.

Plaintiffs reallege and incorporate by reference the allegations in paragraphs 1 through 21.

23.

Pursuant to ORS 746.230, the Oregon Legislature specifically imposes a standard of care to act in the insured's best interest which is independent of the terms of the insurance policy that prohibits all insurers from engaging in unfair and unreasonable practices when reviewing their insureds' claims. Defendant's failure to pay the benefits of the insurance policy, as set out herein,

1 was not based on a fair and reasonable assessment of the claim. Defendant engaged in unreasonable  
2 practices by:

3 (a) Upon information and belief, misrepresenting policy provisions in settling claims;

4 (b) Failing to acknowledge and act promptly upon communications relating to the claims;

5 and

6 (c) Failing to promptly pay claims.

7 24.

8 As a result of the negligence of Defendant, Plaintiffs were harmed in the way the statute was  
9 intended to prohibit.

10 25.

11 Plaintiffs have suffered economic damages and noneconomic damages through financial  
12 distress and the resulting ongoing emotional distress as a result of Defendant's negligence and  
13 unfair and unreasonable valuation of the insurance claim, in an amount to be determined at trial, not  
14 to exceed \$340,000.

15 26.

16 Plaintiffs are entitled to recover attorney's fees pursuant to ORS 742.061.

17 \* \* \*

18 WHEREFORE, Plaintiffs, Marcus and Jerali Blackmon, pray for judgment in their favor  
19 and against Defendant, West American Insurance Company, as follows:

20 A. On their First Claim for Relief, Count 1: Breach of Contract, for

21 a) Damages in the amount of \$167,183.00;

22 b) Prejudgment interest at the legal rate from the date damages were incurred until  
23 paid;

24 c) Attorney fees and costs; and  
25  
26

1 d) All other relief this Court deems proper and just.

2 B. On their First Claim for Relief, Count 2: Breach of the Implied Covenant of Good Faith  
3 and Fair Dealing for  
4

5 a) Damages in the amount of \$167,183.00;

6 b) Prejudgment interest at the legal rate from the date damages were incurred until  
7 paid;

8 c) Attorney fees and costs; and

9 d) All other relief this Court deems proper and just.

10 C. On their Second Claim for Relief, Negligence, for

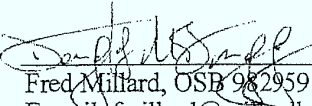
11 a) Damages in the amount of \$340,000.00;

12 b) Prejudgment interest at the legal rate from the date damages were incurred until  
13 paid;

14 c) Attorney fees and costs; and

15 d) All other relief this Court deems proper and just.  
16

17 Dated this 11<sup>th</sup> day of September, 2014.

18  
19   
20 Fred Millard, OSB 982959  
21 E-mail: [fmillard@millardlaw.com](mailto:fmillard@millardlaw.com)  
22 Douglas Bragg, OSB 012113  
23 E-mail: [dbragg@millardlaw.com](mailto:dbragg@millardlaw.com)  
24 Of Attorneys for Plaintiffs  
25  
26



CERTIFICATE OF SERVICE

I hereby certify that I served the foregoing **FIRST AMENDED COMPLAINT (BREACH OF INSURANCE CONTRACT, NEGLIGENCE PER SE)** thereof on the following parties

John Bennett  
 Andrew Passmore  
 Bullivant Houser Bailey, P.C.  
 888 SW Fifth Avenue, Suite 300  
 Portland, OR 97204

by the following indicated method(s):

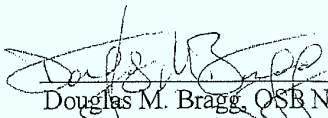
☒ By **MAILING** a true and correct copy thereof, contained in a sealed envelope, via First Class United States Mail, with postage paid, to the last-known address of the attorney or party, and deposited at the post office in Portland, Oregon, on the date set forth below.

☐ By causing a true and correct copy thereof to be **HAND-DELIVERED** to the last-known address of the attorney or party on the date set forth below.

☐ By causing a true and correct copy thereof to be delivered via **OVERNIGHT COURIER** in a sealed envelope, with postage paid, to the last-known address of the attorney or party on the date set forth below.

☐ By causing a true and correct copy thereof to be delivered via **FACSIMILE** to the attorney or party at the facsimile number set forth above, which is the last known facsimile number for the attorney or party, on the date set forth below. The receiving facsimile machine was operating at the time of service and the transmission was properly completed, as reflected in the attached receipt generated by the transmitting machine.

Dated this 11<sup>th</sup> day of September, 2014.

  
 Douglas M. Bragg, OSB No. 012113  
 E-mail: [dbragg@millardlaw.com](mailto:dbragg@millardlaw.com)  
 Of Attorneys for Plaintiffs

**Date & Time Performed:** Mon Oct 06 2014 09:06:06 AM PST  
**Search Title:** CV14060186 - OR Circuit/District Clackamas County  
**Search Type:** Case Number from Person Name Search for Blackmon, Marcus  
**Client/Matter Number:** CV14060186  
 Sections not shown: Financial

**COURTTRAX**  
**OR - Clackamas County Circuit/District Court**  
**Case # CV14060186**

**SUMMARY**

<b>Title:</b> Blackmon Marcus/Safeco Insurance Company Of		
<b>Case Type:</b> Civil Contract	<b>Case Status:</b> Open ACTV	
<b>Filed:</b> 6/06/14	<b>Starting Instrument:</b> Complaint	<b>Case Started Date:</b> 6/06/14
<b>Originating From:</b> Original filing	<b>Amount Prayed For:</b> \$674,366.00	

**NAMES****PLAINTIFF/PETITIONER**

<b>BLACKMON MARCUS</b>	<b>Role:</b> Plaintiff <b>Party #:</b> 1 <b>Attorney:</b> Bragg Douglas M
<b>BLACKMON JERALI</b>	<b>Role:</b> Plaintiff <b>Party #:</b> 2 <b>Attorney:</b> Bragg Douglas M

**DEFENDANT/RESPONDENT**

<b>SAFECO INSURANCE COMPANY OF AM</b>	<b>Role:</b> DEF INAC <b>Party #:</b> 1
<b>LIBERTY NORTHWEST INSURANCE CO</b>	<b>Role:</b> DEF INAC <b>Party #:</b> 2
<b>LUBERTY MUTUAL GROUP INC</b>	<b>Role:</b> DEF INAC <b>Party #:</b> 3
<b>WEST AMERICAN INSURANCE COMPAN</b>	<b>Role:</b> Defendant <b>Party #:</b> 4

**JUDGMENTS**

There is no Judgment information reported by the Court for this case.

**DOCKET & DOCUMENTS****Docket**

<b>Entry #</b>	<b>Entry Date</b>	<b>Filed</b>	<b>Event/Filing/Proceeding</b>	<b>Date</b>	<b>Time</b>	<b>Room</b>
1	6/06/14	6/06/14	Complaint ff 531 ck 17531 not arb ele			
2	7/30/14	7/29/14	Summons Original DEF 3 Luberty Mutual Group In			
3	7/30/14	7/29/14	Affidavit of Service Srvd Lisa Richard Mailed 07/24/14 DEF 3 Luberty Mutual Group In			
		7/22/14	Served Related event # 1 Related event # 2			
4	7/30/14	7/29/14	Summons Original DEF 1 Safeco Insurance Compan			
5	7/30/14	7/29/14	Affidavit of Service srvd Lisa Richard Mailed 07/24/14 DEF 1 Safeco Insurance Compan			
		7/22/14	Served Related event # 1 Related event # 4			
6	7/30/14	7/29/14	Summons Original DEF 2 Liberty Northwest Insur			
7	7/30/14	7/29/14	Affidavit of Service Srvd Lisa Richard Mailed 07/24/14 DEF 2 Liberty Northwest Insur			
		7/22/14	Served Related event # 1 Related event # 6			
8	9/10/14	9/10/14	Notice/Rule 7 - 91 day DEF 1 Safeco Insurance Compan DEF 2 Liberty Northwest Insur DEF 3 Luberty Mutual Group In			

CV14060186 CV14060186 OR Circuit District Clackamas County : page 1 of 2

9	9/12/14	9/11/14	Complaint Amended defs 1 - 3 are now inactive adding def 4 PTF 1 Blackmon Marcus PTF 2 Blackmon Jerali PRV 1 Bragg Douglas M PRV 2 Bragg Douglas M
10	9/17/14	9/17/14	Notice/Rule 7 - 91 day DEF 4 West American Insurance
11	10/01/14	9/29/14	Notice Intent Take Default as to ?? PTF 1 Blackmon Marcus PTF 2 Blackmon Jerali PRV 1 Bragg Douglas M PRV 2 Bragg Douglas M

NOTE: "This information is provided in real time from the Oregon Judicial Information Network. This information does not constitute the official record of the court. You should verify the information and data by personally consulting the "official" record reposing at the court of record. You must disregard any Social Security Numbers or other confidential information inadvertently included in the OJIN Online data and immediately notify CourtTrax of its presence."

#### End of Report

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